

AFFIDAVIT OF NOTARY PUBLIC

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

Before me, the undersigned authority in and for the aforesaid state and county, this day personally came and appeared the within named Melinda Munk, who acknowledged that she signed and delivered this instrument on the day and year herein mentioned, and after being duly sworn states on oath:

That she is the Notary Public on the Acknowledgement on the Assignment of Leases and Rents executed by T.L. Clauff and Richard N. Cooper, as managers of DeSoto County Development, L.L.C., a limited liability company under the laws of the State of Nebraska, in favor of Marshall Investments Corporation, a Delaware Corporation, dated July 31, 2003, and recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi, in the Power of Attorney Book 99, Page 540:

That the above described Deed of Trust encumbered the following described property lying and being situated in the County of DeSoto, State of Mississippi:

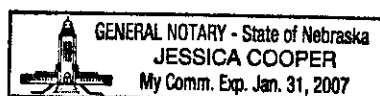
See Attached Legal Description Exhibit "A"

That pursuant to Miss. Code Ann. § 25-33-9, and in order to clarify the form of the acknowledgement; that in fact, personally appeared before Melinda Munk, the undersigned authority of law in and for the County of Douglas, and the State of Nebraska, the within named T.L. Clauff and Richard N. Cooper, who acknowledged to me that they are the Managers of the limited liability company known as DeSoto County Development, L.L.C., a Nebraska Limited Liability Company and that for and on behalf of said limited liability company and as its act and deed they signed and delivered the above referenced instrument of writing on the day and year therein mentioned, they having been first duly authorized to do so.

Further, Affiant saith not.

Melinda Munk 10/18/04  
MELINDA MUNK Date

SWORN TO AND SUBSCRIBED BEFORE ME this the 18th day of October 2004.



My Commission Expires: Jan. 31, 2007

Jessica Cooper  
NOTARY PUBLIC

PREPARED BY AND RETURN TO:  
HOLCOMB DUNBAR, P.A.  
PO BOX 190  
SOUTHAVEN, MS 38671  
(662) 349-0664  
File No 902266 Initials SM

Fabyarske, Westra & Hart, P.A.  
920 Second Avenue South  
Suite 1100  
Minneapolis, MN 55402  
612-338-0155

STATE MS.-DESOTO CO.  
FILED

AUG 4 3 44 PM '03

PS  
PS  
PS

EX-107 PG-217  
Holcomb Dunbar, P.A.  
P.O. Box 190  
Southaven, MS 38671  
601.349.0664  
File No. 900226 Initials JSM

OK 99 PG 540  
W.E. DAVIS CH. CLK.

## ASSIGNMENT OF LEASES AND RENTS

*(Horn Lake Project)*

THIS ASSIGNMENT (the "Assignment") is made as of this 31<sup>st</sup> day of July, 2003, by DESOTO COUNTY DEVELOPMENT, L.L.C., a Nebraska limited liability company ("Assignor"), whose address is 11506 Nicholas Street, Suite 200, Omaha, Nebraska 68154, to MARSHALL INVESTMENTS CORPORATION, a Delaware corporation ("Assignee"), whose address is Suite 3000, 150 South Fifth Street, Minneapolis, Minnesota 55402.

### PRELIMINARY STATEMENT OF FACTS:

A. Assignor has made application to and Assignee has agreed to loan to Assignor the sum of up to SIXTEEN MILLION FOUR HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$16,455,000.00) (the "Loan") to refinance certain indebtedness of Assignor for acquiring certain real property situated in DeSoto County, Mississippi, and described in Exhibit "A" attached hereto (the "Premises") and constructing certain improvements thereon and in furtherance thereof, Assignor and Assignee have entered into that certain Construction and Term Loan Agreement dated of even date herewith (the "Loan Agreement"), wherein Assignee will disburse the Loan, or portions thereof, to Assignor under the conditions contained therein.

B. To evidence the Loan, Assignor is executing and delivering to Assignee that certain Promissory Note of even date herewith in the amount of the Loan (the "Note").

C. As security for the repayment of the Note, Assignor is executing that certain Deed of Trust, Security Agreement and Fixture Financing Statement of even date herewith (the "Deed of Trust") in favor of Assignee, mortgaging the Premises.

D. Assignee requires as a condition to making the Loan that Assignor execute and deliver this Assignment.

E. As used herein the term "Loan Document(s)" shall mean the Note, Loan Agreement, Deed of Trust, this Assignment and any other instrument given in connection with and/or securing the Loan.

NOW THEREFORE FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Assignee all of the following:

- (i) All leases and agreements for the leasing, use or occupancy of the Premises now, heretofor or hereafter entered into, and all amendments, renewals and extensions thereof (collectively "Lease" or "Leases", as the case may be);

- (ii) The immediate and continuing right to receive and collect the rents, income, profits and issues arising out of, payable from or collected from any Lease of the Premises including all monies owed under any Lease for services, materials, leasehold improvements or otherwise furnished or installed pursuant to any Lease (the "Rents");
- (iii) All guarantees of the obligations of any tenant under a Lease;
- (iv) All payments derived from any Lease of the Premises including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance existing thereon, claims for damages resulting from default under the Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and all payments made or pursuant to the termination of any Leases or a settlement of the obligations of any tenant under any Lease;
- (v) All proceeds payable by reason of the exercise by a tenant of any option to purchase the Premises or any first refusal rights of a tenant contained in a Lease;
- (vi) All rights in and to any proceeds of insurance payable to Assignor and damages or awards resulting from an authority exercising the rights of eminent domain with respect to the Premises;
- (vii) Any award or damages payable to Assignor pursuant to any bankruptcy, liquidation, dissolution, insolvency, or similar proceeding affecting any tenant;
- (viii) Any payments made to Assignor in lieu of Rent;
- (ix) All security deposits paid by any tenant under a Lease; and
- (x) All of the following rights of Assignor ("Leasing Actions"):
  - (a) the right to waive, excuse, condone or in any manner release or discharge the tenants of or from the obligations, covenants, conditions and agreements by any tenant to be performed under its Lease;
  - (b) the right to terminate any Lease;
  - (c) the right to amend or modify any Lease or alter the obligations of the parties thereunder without the consent of Assignee;
  - (d) the right to accept a surrender of any Lease prior to its expiration date; and

- (e) the right to exercise the remedies of the landlord under any Lease by reason of any default by the tenant thereunder.

All the foregoing are collectively referred to herein as the "Assigned Rights".

This Assignment is given for the purpose of securing the following (collectively the "Indebtedness Secured Hereby"):

**ONE:** Payment of the indebtedness evidenced by and performance of the terms and conditions of the Note;

**TWO:** Payment of all other sums with interest thereon becoming due and payable to Assignee herein and contained in the Note and the Deed of Trust; and

**THREE:** Performance and discharge of each and every obligation, covenant and agreement herein and contained in the Loan Agreement and the Deed of Trust.

**AND ASSIGNOR FURTHER REPRESENTS, WARRANTIES, COVENANTS AND AGREES:**

#### **ARTICLE 1. PERFORMANCE OF LEASES**

**1.1 PERFORMANCE OF LEASES.** Assignor shall:

- (a) Faithfully abide by, perform and discharge each and every obligation, covenant and agreement under any Lease of the Premises to be performed by the landlord thereunder;
- (b) Enforce or secure the performance of each and every material obligation, covenant, condition and agreement of each Lease by the tenant thereunder to be performed;
- (c) Not borrow against, pledge or further assign any rentals due under any Lease;
- (d) Not permit the prepayment of any Rents for more than thirty (30) days in advance nor for more than the next accruing installment of Rents, nor anticipate, discount, compromise, forgive or waive any Rents;
- (e) Not waive, excuse, condone or in any manner release or discharge any tenant of or from the obligations, covenants, conditions and agreements by said tenant to be performed under its Lease;

- (f) Not permit any tenant to assign or sublet its interest in its Lease unless required to do so by the terms of the Lease;
- (g) Not terminate any Lease or accept a surrender thereof or a discharge of the tenant unless required to do so by the terms of the Lease;
- (h) Not consent to a subordination of the interest of any tenant to any party other than Assignee and then only if specifically consented to by Assignee; and
- (i) Not enter into, amend or modify any Lease or alter the obligations of the parties thereunder.

## ARTICLE 2. PROTECTION OF SECURITY

2.1 PROTECTION OF SECURITY. Assignor shall protect the interests of the Assignee under this Assignment and shall appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of the landlord thereunder, and if in the reasonable judgment of Assignee Assignor is failing to do so, Assignee shall have the right to take such actions to protect its interests and to appear in and defend itself and such actions and Assignor agrees to pay all costs and expenses of Assignee, including attorneys' fees in a reasonable sum, in any such action or proceeding in which Assignee in its sole discretion may appear.

## ARTICLE 3. REPRESENTATIONS AND WARRANTIES

3.1 REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants that:

- (a) It is now the absolute owner of the Assigned Rights with full right and title to assign the same;
- (b) There are no outstanding assignments or pledges of any Assigned Rights;
- (c) There are no existing defaults under the provisions of any Lease on the part of any party to any Lease;
- (d) All obligations on the part of the landlord under any Lease have been fully complied with;
- (e) No Rents have been collected for more than thirty (30) days in advance of their due date or waived, anticipated, discounted, compromised or released, except as disclosed in writing to Assignee;

- (f) No tenant has any defenses, setoffs or counterclaims against Assignor;
- (g) Assignor has not executed any instrument that would prevent Assignee from enjoying the benefits of this Assignment; and
- (h) No part of the Premises is used as a homestead or as agricultural property.

**ARTICLE 4.  
PRESENT ASSIGNMENT**

4.1 PRESENT ASSIGNMENT. This Assignment shall constitute a perfected, absolute and present assignment, provided Assignor shall have the right to collect, but not prior to accrual, all of the Rents, and to retain, use and enjoy the same unless and until an Event of Default shall occur hereunder. The right of Assignor to collect the Rents shall constitute a revocable license in favor of Assignor, revocable by Assignee in accordance with this Assignment.

4.2 REVOCATION OF LICENSE. Assignee at its sole election may revoke any such license granted to Assignor upon the occurrence of an Event of Default.

**ARTICLE 5.  
EVENTS OF DEFAULT**

5.1 EVENT OF DEFAULT. It shall be an Event of Default under this Assignment upon the happening of any of the following:

- (a) Failure to comply with or perform any of the terms, conditions or covenants of this Assignment and such failure is not cured within a period of ten (10) days after notice thereof from Assignee; or
- (b) Any representation or warranty made by Assignor herein or in any other Loan Document shall be false, breached or dishonored in any material manner and shall remain uncorrected or uncured for ten (10) days after notice thereof; or
- (c) An Event of Default (as defined therein) shall occur under any Loan Document and shall not have been cured within the time permitted therein to cure.

**ARTICLE 6.  
REMEDIES**

- (a) REMEDIES. Upon an Event of Default Assignee, without regard to waste, adequacy or the security or solvency of Assignor, may declare all

Indebtedness Secured Hereby immediately due and payable, may revoke the licenses granted Assignor hereunder and may, at its option, without notice, either in person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents and enforce the payment thereof, exercise the Assigned Rights and all of the rights of Assignor under any Lease(s) and all of the rights of Assignee hereunder and may enter upon, take possession of, manage and operate said Premises, or any part thereof; may cancel, enforce or modify the Lease(s), and fix or modify Rents, and do any acts which Assignee deems proper to protect the security hereof with or without taking possession of said Premises, and may apply the same to the costs and expenses of operation, management and collection, including reasonable attorneys' fees, to the payment of the fees and expenses of any agent, or receiver so acting, to the payment of taxes, assessments, insurance premiums and expenditures for the management and upkeep of the Premises, to the performance of the landlord's obligation under the Lease(s) and to any Indebtedness Secured Hereby all in such order as Assignee may determine. The entering upon and taking possession of said Premises, the collection of such Rents, and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under the Deed of Trust or invalidate any act done pursuant to such notice nor in any way operate to prevent Assignee from pursuing any remedy which it now or hereafter may have under the terms or conditions of the Deed of Trust or the Note secured thereby or any other instrument securing the same.

#### ARTICLE 7. GENERAL COVENANTS

7.1 NO LIABILITY IMPOSED ON ASSIGNEE. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care management or repair of the Premises upon Assignee nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for laches or failure to collect any Rents or protect the Lease.

7.2 INDEMNIFICATION. Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or

agreements contained in the Leases excepting the gross negligence or intentional wrongful acts of Assignee. Should Assignee incur any such liability, or in the defense of any such claims or demands of a judgment be entered against Assignee, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, shall be added to the Indebtedness Secured Hereby and Assignor shall reimburse Assignee for the same immediately upon demand, and upon the failure of Assignor so to do Assignee may declare all Indebtedness Secured Hereby immediately due and payable.

7.3 TENANT TO RECOGNIZE ASSIGNEE. Each tenant under any Lease is hereby irrevocably authorized and directed to recognize the claims of Assignee or any receiver appointed without investigating the reason for any action taken or the validity or the amount of indebtedness owing to Assignee, or the existence of any default in the Note, the Loan Agreement or the Deed of Trust, or any Event of Default hereunder, or the application to be made by Assignee or such receiver. Assignor hereby irrevocably directs and authorizes the tenants to pay to Assignee or such receiver all sums due under the Leases and consents and directs that such sums shall be paid to any receiver in accordance with terms of its receivership or to Assignee without the necessity for judicial determination that a default has occurred hereunder or under the Deed of Trust or that Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to Assignee or such receiver, Assignor agrees that the tenant shall have no further liability to Assignor for the same. The sole signature of Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of Assignee or such receiver for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the rentals collected under this Assignment shall upon notice from Assignee be drawn to the exclusive order of Assignee or such receiver.

7.4 SECURITY DEPOSITS. Upon an Event of Default, Assignor shall on demand transfer to Assignee all security deposits held by Assignor under the Leases and all interest thereon required by law or the Leases, to be held by Assignee and applied in accordance with the provisions of the Leases. Until Assignee makes such demand and the deposits are paid over to Assignee, Assignee assumes no responsibility for any such security deposit. Assignor shall deposit the same in an account, separated from its general funds, and if such deposits are required by law to be refunded to the respective tenants with interest thereon, such account shall be an interest bearing account.

7.5 ATTORNEY-IN-FACT. Assignor hereby irrevocably appoints Assignee and its successors and assigns as its agent and attorney-in-fact, irrevocable, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.

7.6 ASSIGNMENT OF FUTURE LEASES. Until the Indebtedness Secured Hereby shall have been paid in full, Assignor will on demand of Assignee deliver to Assignee executed copies of any and all other future Leases upon all or any part of the Premises and agrees to make,

execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign such Leases and Rents thereunder to Assignee or that Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment. From time to time on request of Assignee Assignor agrees to furnish Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as Assignee may reasonably request.

7.7 NO MORTGAGEE IN POSSESSION. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Assignee a "Mortgagee in Possession".

7.8 ASSIGNEE CREDITOR OF TENANT. Assignor agrees that Assignee, and not Assignor, shall be and be deemed to be the creditor of such tenant in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting any such tenant (without obligation on the part of Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein) with an option to Assignee to apply any money received by Assignee as such creditor in reduction of the Indebtedness Secured Hereby.

7.9 CONTINUING RIGHTS. The rights and powers of Assignee or any receiver hereunder shall continue and remain in full force and effect until all Indebtedness Secured Hereby, including any deficiency remaining from a foreclosure sale, are paid in full, and shall continue after commencement of a foreclosure action and after foreclosure sale and until expiration of any period of redemption.

#### ARTICLE 8. MISCELLANEOUS

8.1 SUCCESSORS AND ASSIGNS. This Assignment and each and every covenant, agreement and provision hereof shall be binding upon Assignor and its successors and assigns including without limitation each and every from time to time record owner of the Premises or any other person having an interest therein and shall inure to the benefit of Assignee and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.

8.2 GOVERNING LAW. Notwithstanding the place of execution of this instrument, the parties to this instrument have contracted for Mississippi law to govern this instrument and it is controllingly agreed that this instrument is made pursuant to and shall be construed and governed by the laws of the State of Mississippi without regard to the principles of conflicts of law.

8.3 SEVERABILITY. It is the intent of this Assignment to confer to Assignee the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein

contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.

8.4 NOTICES. Any notices and other communications permitted or required by the provisions of this Assignment (except for telephonic notices expressly permitted) shall be in writing and shall be deemed to have been properly given or served by depositing the same with the United States Postal Service, or any official successor thereto, designated as Registered or Certified Mail, Return Receipt Requested, bearing adequate postage, or delivery by reputable private delivery service, in each case addressed as hereinafter provided. Each such notice shall be effective upon being deposited or delivered as aforesaid. The time period within which a response to any such notices must be given, however, shall commence to run from the date of receipt of the notice by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent. By giving to the other party hereto at least ten (10) days' notice thereof, either party hereto shall have the right from time to time and at any time during the term of this Assignment to change its address and shall have the right to specify as its address any other address within the United States of America.

Each notice to Assignee shall be addressed as follows:

Marshall Investments Corporation  
Suite 3000  
150 South Fifth Street  
Minneapolis, Minnesota 55402  
Attn: Vice President - Mortgage Loans

Each notice to Assignor shall be addressed as follows:

DeSoto County Development, L.L.C.  
11506 Nicholas Street, Suite 200  
Omaha, Nebraska 68154  
Attn: T.L. Clauff

8.5 CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Assignment are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

8.6 CONSENT TO JURISDICTION. Assignor and Assignee submit and consent to personal jurisdiction to the Courts of the State of Mississippi and Courts of the United States of America sitting in such State for the enforcement of this Assignment and waive any and all personal rights under the laws of any state or the United States of America to object to jurisdiction in the State of Mississippi. Litigation may be commenced in any state court of general jurisdiction for the State of Mississippi or the United States District Court located in that

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state, at the election of Assignee. Nothing contained herein shall prevent Assignee from bringing any action in any other state or jurisdiction against any other party or exercising any rights against any security given to Assignee or against Assignor or any Guarantor personally or against any property of Borrower within any other state. Commencement of any such action or proceeding in any other state or jurisdiction shall not constitute a waiver of consent to jurisdiction of or the submission made by Assignor to personal jurisdiction within the State of Mississippi. In the event an action is commenced in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Assignment, Assignee, at its option, shall be entitled to have the case transferred to one of the jurisdictions and venues above described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

8.7 WAIVER OF JURY TRIAL. ASSIGNOR WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH ASSIGNOR IS INVOLVED AND WHICH DIRECTLY OR INDIRECTLY IN ANY WAY ARISES OUT OF, IS RELATED TO, OR IS CONNECTED WITH THIS ASSIGNMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS ASSIGNMENT.

[signature page follows]

IN WITNESS WHEREOF, this Assignment is executed as of the date first above written.

DESOTO COUNTY DEVELOPMENT, L.L.C.,  
a Nebraska limited liability company

By  
Its

*[Signature]*  
*[Signature]*

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2003, by T.L. Clauff & Richard N. Cooper, the managers of DeSoto County Development, L.L.C., a limited liability company, under the laws of the State of Nebraska, on behalf of the company.

*[Signature]*  
Notary Public  
GENERAL NOTARY - State of Nebraska  
MELINDA MUNK  
My Comm. Exp. June 6, 2006

THIS DOCUMENT WAS DRAFTED BY:

Fabyanske, Westra & Hart, P.A.  
1100 Kinnard Center  
920 Second Avenue South  
Minneapolis, MN 55402

Indexing Instructions:

Being located in the Northeast and Southeast Quarters of Section 35, Township 1 South, Range 8 West, and the Northwest and Southwest Quarters of Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi

EXHIBIT "A"

Legal Description

[attached hereto]

X0099PG0553

TRACT I

A 35.11, MORE OR LESS, ACRE TRACT OF LAND BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN AXLE AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 8 WEST; THENCE NORTH 00 DEGREES 50 MINUTES 50 SECONDS WEST, 646.61 FEET TO AN IRON PIN (SET); THENCE NORTH 00 DEGREES 58 MINUTES 57 SECONDS WEST, 665.25 FEET TO AN IRON PIN (SET), SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT; THENCE SOUTH 89 DEGREES 22 MINUTES 56 SECONDS WEST, 1124.20 FEET TO AN IRON PIN (SET); THENCE SOUTH 89 DEGREES 21 MINUTES 47 SECONDS WEST, 1444.04 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT (FOUND); THENCE NORTH 00 DEGREES 35 MINUTES 42 SECONDS EAST, 403.89 FEET TO AN IRON PIN (FOUND); THENCE NORTH 89 DEGREES 13 MINUTES 24 SECONDS EAST, 701.70 FEET TO AN IRON PIN (FOUND); THENCE NORTH 05 DEGREES 13 MINUTES 03 SECONDS WEST, 257.08 FEET TO AN IRON PIN (SET); THENCE NORTH 88 DEGREES 59 MINUTES 12 SECONDS EAST, 1878.31 FEET TO AN IRON PIN (SET); THENCE SOUTH 00 DEGREES 38 MINUTES 51 SECONDS EAST, 674.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.11, MORE OR LESS, ACRES OF LAND BEING SUBJECT TO ALL CODES, COVENANTS, RESTRICTIONS, REVISIONS, REGULATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

DATED: 07 JULY 2000 T.F.

**INDEXING INSTRUCTIONS:**

Located in the Southeast Quarter of Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi.

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TRACT II

A tract of land being located in the Northeast Quarter of Section 35, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at an axle (found) at the Southeast corner of Section 35, Township 1 South, Range 8 West; thence North 00 degrees 50' 50" West 646.61 feet to a point; thence North 00 degrees 58' 57" West 665.25 feet to a point; thence North 00 degrees 41' 53" West 674.28 feet to a point; thence North 00 degrees 48' 41" West 251.17 feet to a point; thence North 01 degrees 05' 35" West 427.78 feet to an iron pin (found), said iron pin being the TRUE POINT OF BEGINNING of the herein described tract; thence South 88 degrees 40' 49" West 1286.47 feet to an iron pin (set); thence North 00 degrees 35' 53" West 675.06 feet to an iron pin (set); thence North 88 degrees 48' 23" East 756.32 feet to an iron pin (set); thence North 02 degrees 39' 00" West 822.70 feet to an iron pin (set); thence South 88 degrees 55' 51" West 1348.26 feet to a fence rail (found); thence South 88 degrees 30' 13" West 674.22 feet to an iron pin (set); thence North 02 degrees 57' 14" West 429.56 feet to an iron pin (found); thence North 88 degrees 31' 43" East 582.91 feet to an iron pin (set); thence North 06 degrees 24' 14" West 524.61 feet to an iron pin (set); thence North 88 degrees 23' 17" East 108.46 feet to an iron pin (set); thence North 43 degrees 23' 17" East 70.71 feet to a concrete right-of-way monument (found); thence North 55 degrees 39' 15" East 95.35 feet to a concrete right-of-way monument (found); thence North 88 degrees 16' 25" East 219.79 feet to an iron pin (set); thence North 88 degrees 23' 17" East 150.00 feet to an iron pin (set); thence North 87 degrees 57' 30" East 58.28 feet to an iron pin (set); thence South 01 degrees 16' 55" East 246.05 feet to an iron pin (set); thence North 88 degrees 40' 56" East 124.00 feet to an iron pin (set); thence North 01 degrees 16' 55" West 50.08 feet to an iron pin (set); thence North 88 degrees 30' 31" East 315.57 feet to an iron pin (set); thence South 01 degrees 25' 18" East 327.90 feet to an iron pin (found); thence South 60 degrees 02' 36" East 369.10 feet to an iron pin (set); thence South 50 degrees 01' 19" East 166.34 feet to an iron pin (set); thence South 60 degrees 48' 07" East 175.08 feet to an iron pin (set); thence North 88 degrees 20' 03" East 310.40 feet to an iron pin (found); thence North 87 degrees 25' 37" East 47.31 feet to an iron pin (found); thence South 00 degrees 45' 34" East 980.54 feet to an iron pin (set); thence South 00 degrees 45' 34" East 668.17 feet to the POINT OF BEGINNING.

INDEXING INSTRUCTIONS: A tract of land located in the Northeast 1/4 of Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi.

TRACT III

A tract of land being located in the Northwest and Southwest Quarter of Section 36, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, and being more particularly described as follows:

Commencing at an axle (found) at the Southwest Corner of Section 36, Township 1 South, Range 8 West; thence North 00 degrees 50' 50" West 646.61 feet to a point; thence North 00 degrees 58' 57" West 665.25 feet to a point; thence North 00 degrees 41' 53" West 674.28 feet to a point; thence North 00 degrees 48' 41" West 251.17 feet to an iron pin (found); said iron pin being the TRUE POINT OF BEGINNING of the herein described tract; thence North 01 degrees 05' 35" West 427.78 feet to an iron pin (found); thence North 00 degrees 45' 34" West 668.17 feet to an iron pin (set); thence North 00 degrees 45' 34" West 980.54 feet to an iron pin (found); thence North 88 degrees 28' 50" East 1060.43 feet to an iron pin (found); thence South 00 degrees 14' 42" West 45.87 feet to an iron pin (found); thence South 87 degrees 44' 23" West 286.94 feet to an iron pin (found); thence South 02 degrees 10' 45" East 324.81 feet to an iron pin (set); thence North 87 degrees 44' 23" East 335.00 feet to an iron pin (found); thence South 00 degrees 02' 56" East 796.03 feet to an iron pin (set); thence South 88 degrees 16' 04" East 991.67 feet to an iron pin (found); thence North 89 degrees 35' 56" East 1526.43 feet to an iron pin (found); thence South 02 degrees 36' 13" East 812.12 feet to an iron pin (set); thence North 89 degrees 24' 12" West 23.61 feet to an iron pin (found); thence South 66 degrees 19' 30" West 42.96 feet to an iron pin (set); thence North 14 degrees 33' 15" West 49.59 feet to an iron pin (set); thence North 57 degrees 18' 54" West 246.32 feet to an iron pin (set); thence South 74 degrees 57' 15" West 34.56 feet to an iron pin (set); thence South 80 degrees 35' 43" West 64.18 feet to an iron pin (set); thence North 88 degrees 01' 24" West 17.22 feet to an iron pin (set); thence North 65 degrees 27' 03" West 183.13 feet to an iron pin (set); thence North 81 degrees 50' 21" West 211.83 feet to an iron pin (set); thence North 75 degrees 00' 13" West 200.14 feet to an iron pin (set); thence North 81 degrees 30' 21" West 202.64 feet to an iron pin (set); thence North 64 degrees 10' 01" West 201.84 feet to an iron pin (set); thence North 86 degrees 10' 26" West 206.14 feet to an iron pin (set); thence North 42 degrees 13' 38" West 230.64 feet to an iron pin (set); thence North 76 degrees 24' 15" West 400.97 feet to an iron pin (set); thence North 62 degrees 59' 08" West 163.20 feet to an iron pin (found); thence North 49 degrees 54' 34" West 114.92 feet to an iron pin (found); thence North 56 degrees 05' 44" West 31.11 feet to an iron pin (found); thence South 87 degrees 33' 43" West 301.23 feet to the POINT OF BEGINNING.

INDEXING INSTRUCTIONS: A tract of land located in the Northwest and Southwest 1/4's of Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi.

LESS AND EXCEPT the Road Right of Way conveyed to the City of Horn Lake in Deed Book 389, Page 747, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Also LESS AND EXCEPT the following 1.60 more or less acre and .50 more or less acre tracts of land, being more particularly described as follows to-wit:

BK 107 PG 232

A 1.60, MORE OR LESS, ACRE TRACT OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN AXLE FOUND AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST: THENCE EAST, 1058.75 FEET TO A POINT; THENCE NORTH. 3177.08 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACK THENCE NORTH 66 DEGREES 26 MINUTES 09 SECONDS WEST, 231.15 FEET TO THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE BOULEVARD AND THE NORTH RIGHT-OF-WAY LINE OF A 100' T.V.A. EASEMENT: THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF INTERSTATE BOULEVARD ON A CURVE TO THE LEFT HAVING THE FOLLOWING ATTRIBUTES: DELTA - 20 DEGREES 49 MINUTES 38 SECONDS, RADIUS 1693.00 FEET, TANGENT 311.14 FEET, ARC LENGTH - 615.42 FEET, CHORD BEARING - NORTH 17 DEGREES 45 MINUTES 13 SECONDS EAST, CHORD DISTANCE - 612.04 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 07 DEGREES 20 MINUTES 23 SECONDS EAST, 192.11 FEET TO A POINT; THENCE SOUTH 00 DEGREES 02 MINUTES 56 SECONDS EAST, 865.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.60, MORE OR LESS, ACRES OF LAND BEING SUBJECT TO ALL CODES, COVENANTS, RESTRICTIONS, REGULATIONS, REVISIONS, EASEMENTS. AND RIGHTS-OF-WAY OF RECORD THAT AFFECT THE HEREIN DESCRIBED PROPERTY.

AND

Beginning at a point that is S 59°45'50" E a distance of 56.00 feet from station 127+37.19 on the center line of Interstate Boulevard (Per PBS&J'S Construction Plans) said point being on the East Right of way of said Interstate Boulevard; thence N 30° 14'10" E along said right of way a distance of 68.36 feet to a point; thence around a curve to the left with a radius of 1693.02 feet, a Delta of 03°01'50", a distance of 89.55 feet to a point on said right of way; thence around another curve to the left with a radius of 40.00 feet; a Delta of 87°09'28", a distance of 60.85 feet to a point; thence S 59°46'00" E a distance of 101.77 feet to point; thence S 50°40'35" E a distance of 75.95 feet to a point; thence S 59°46'00" E a distance of 42.72 feet to a point on the west line of the Poag Property; thence South 00°16'04" W along said West line a distance of 78.92 feet to a point; thence N 59°46'00" W a distance of 257.14 feet to a point; thence around a curve to the left with a radius of 40.00 feet, a Delta of 89°47'35", a distance of 62.69 feet to the point of beginning and containing 21,629.79 square feet or 0.50 acres, more or less.

Indexing Instructions:

Northwest Quarter of Section 36, Township 1 South, Range 8 West, DeSoto County, MS

BK 0099 PG 0555

TRACT IV

BK 107 PG 233

18.202 Acres, more or less, situated in the southeast quarter of Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as follows:

Commencing at an axel found at the locally used and accepted southwest corner of Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi, common to the southeast corner of Section 35; thence North 00 degrees 21 minutes 10 seconds West 646.69 feet to a pipe found, being the southeast corner and the point of beginning of the described tract; thence North 89 degrees 26 minutes 45 seconds West 1240.84 feet to found angle iron; thence North 04 degrees 22 minutes 44 seconds East 406.15 feet to a rebar found; thence South 89 degrees 25 minutes 45 seconds East 70.33 feet to a rebar set; thence North 00 degrees 28 minutes 12 seconds East 54.25 feet to a rebar set; thence North 04 degrees 10 minutes 37 seconds East 207.51 feet to a rebar found; thence South 89 degrees 22 minutes 42 seconds East 1126.94 feet to a pipe found; thence South 00 degrees 15 minutes 27 seconds West 665.25 feet to the point of beginning and containing 18.202 acres, more or less. All bearings being referenced to true north in accordance with the survey of Land Surveying Company, Newton E. Land III, PLS, dated December 1998.

Part of the Southwest Quarter of Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows, to-wit:

Commencing at an Axel found at the locally used and accepted Southwest corner of Section 36, Thence North 88 degrees 53 minutes 12 seconds East along the North line of DeSoto Woods Subdivision, Section C, a distance of 354.30 feet to a pipe found; thence North 00 degrees 54 minutes 56 seconds West a distance of 1169.32 feet to a pipe found; thence North 88 degrees 58 minutes 06 seconds East a distance of 99.93 feet to a rebar found; thence North 00 degrees 55 minutes 16 seconds West a distance of 199.66 feet to a rebar found; thence South 89 degrees 06 minutes 12 seconds West a distance of 123.88 feet to a rebar found; Thence North 00 degrees 54 minutes 56 seconds West a distance of 857.52 feet to a rebar set in a ditch; thence Southeasterly along the centerline of an old ditch the following calls:

1. South 49 degrees 56 minutes 19 seconds East a distance of 115.41 feet to a rebar found;
  2. South 57 degrees 59 minutes 31 seconds East a distance of 283.07 feet to a rebar found;
  3. South 16 degrees 55 minutes 42 seconds West a distance of 140.54 feet to a rebar found;
  4. South 42 degrees 13 minutes 55 seconds West a distance of 109.06 feet to a rebar found;
  5. South 02 degrees 25 minutes 19 seconds East a distance of 98.17 feet to a rebar found;
  6. South 46 degrees 51 minutes 42 seconds East a distance of 94.17 feet to a rebar found;
  7. South 70 degrees 57 minutes 51 seconds East a distance of 135.97 feet to a rebar found;
  8. North 83 degrees 52 minutes 01 seconds East a distance of 34.11 feet to a rebar set;
- Thence, leaving said ditch, South 00 degrees 46 minutes 41 seconds East a distance of 1410.82 feet to a found angle iron; thence North 88 degrees 29 minutes 14 seconds East of distance of 55.83 feet to a rebar set; Thence South 01 degrees 02 minutes 28 seconds East a distance of 165.00 feet to a pipe found in the North Line of said DeSoto Woods Subdivision; thence South 88 degrees 52 minutes 27 seconds West along said North line of Subdivision a distance of 467.96 feet to the Point of Beginning.

Said description being one and the same property as conveyed by Partition Deed in Deed Book 130, Page 145, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

LESS AND EXCEPT the Road Rights of Way conveyed to the City of Horn Lake in Deed Book 389, Page 722 and Deed Book 389, Page 742 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

INDEXING INSTRUCTIONS: Located in the Southwest 1/4 of Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi.

**TRACT VI**

Lots 4 and 5, First Revision to Arbor Lake Subdivision, situated in Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 73, Page 10, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Less and Except Arbor Lake Subdivision, Phase II, filed December 12, 2002 in Plat Book 81, Page 18, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

PART OF THE SOUTHWEST QUARTER OF SECTION 36, T-1-S, R-8-W, DESOTO COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT AN AXEL FOUND AT THE LOCALLY USED AND ACCEPTED SOUTHWEST CORNER OF SECTION 36; THENCE N 00°21'10" W A DISTANCE OF 646.69 FEET TO A PIPE FOUND AT THE POINT OF BEGINNING; THENCE N 00°15'27" E A DISTANCE OF 665.25 FEET TO A PIPE FOUND; THENCE N 01°54'19" W A DISTANCE OF 925.92 FEET TO A REBAR FOUND; THENCE N 87°37'32" E A DISTANCE OF 306.25 FEET TO A STEEL FENCE POST FOUND; THENCE S 49°56'19" E A DISTANCE OF 33.96 FEET TO A REBAR SET; THENCE S 00°54'56" E A DISTANCE OF 857.52 FEET TO A REBAR FOUND; THENCE N 89°06'12" E A DISTANCE OF 123.88 FEET TO A REBAR FOUND; THENCE S 00°55'16" E A DISTANCE OF 199.66 FEET TO A REBAR FOUND; THENCE S 88°58'06" W A DISTANCE OF 99.93 FEET TO A REBAR FOUND; THENCE S 00°54'56" E A DISTANCE OF 1169.32 FEET TO A PIPE FOUND IN THE NORTH LINE OF DESOTO WOODS SUBDIVISION, SECTION C; THENCE S 88°53'12" W ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 354.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.69 ACRES.

Being one and the same property as conveyed to Alvin Bowser, Sr. by virtue of Partition Deed dated June 29, 1977 and recorded in Deed Book 130, Page 147, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Indexing Instructions: Located in the Southwest Quarter of Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi.

LESS AND EXCEPT the Road Rights of Way conveyed to the City of Horn Lake in Deed Book 389, Page 737, Deed Book 389, Page 727, Deed Book 375, Page 264, Book 375, Page 258, and Deed Book 375, Page 270, all in the Office of the Chancery Clerk of DeSoto County, Mississippi.

A 0.07, MORE OR LESS, ACRE TRACT OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN AXLE (FOUND) AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST; THENCE SOUTH 88 DEGREES 43 MINUTES 19 SECONDS WEST, 583.08 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1488.67 FEET TO AN IRON PIN (FOUND), SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT; THENCE NORTH 32 DEGREES 25 MINUTES 41 SECONDS WEST, 71.88 FEET TO AN IRON PIN (SET); THENCE SOUTH 85 DEGREES 27 MINUTES 03 SECONDS EAST, 170.08 FEET TO AN IRON PIN (SET); THENCE NORTH 88 DEGREES 01 MINUTES 24 SECONDS WEST, 101.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07, MORE OR LESS, ACRES OF LAND BEING SUBJECT TO ALL CODES, COVENANTS, RESTRICTIONS, REVISIONS, REGULATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

A 0.24, MORE OR LESS, ACRE TRACT OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN AXLE (FOUND) AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST; THENCE SOUTH 88 DEGREES 43 MINUTES 19 SECONDS WEST, 157.78 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1296.01 FEET TO AN IRON PIN (FOUND), SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT; THENCE NORTH 45 DEGREES 16 MINUTES 40 SECONDS WEST, 146.11 FEET TO AN IRON PIN (FOUND); THENCE NORTH 41 DEGREES 20 MINUTES 22 SECONDS WEST, 107.01 FEET TO AN IRON PIN (SET); THENCE NORTH 80 DEGREES 41 MINUTES 53 SECONDS WEST, 23.46 FEET TO AN IRON PIN (SET); THENCE SOUTH 80 DEGREES 35 MINUTES 43 SECONDS WEST, 28.39 FEET TO AN IRON PIN (SET); THENCE NORTH 74 DEGREES 57 MINUTES 15 SECONDS EAST, 34.56 FEET TO AN IRON PIN (SET); THENCE SOUTH 57 DEGREES 18 MINUTES 54 SECONDS EAST, 246.32 FEET TO AN IRON PIN (SET); THENCE SOUTH 14 DEGREES 33 MINUTES 15 SECONDS EAST, 49.59 FEET TO AN IRON PIN (FOUND); THENCE NORTH 86 DEGREES 19 MINUTES 30 SECONDS EAST, 42.88 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 22 DEGREES 55 MINUTES 52 SECONDS WEST, 21.37 FEET TO AN IRON PIN (SET); THENCE SOUTH 56 DEGREES 24 MINUTES 48 SECONDS WEST, 12.57 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 72 DEGREES 01 MINUTES 38 SECONDS WEST, 30.42 FEET TO AN IRON PIN (FOUND); THENCE NORTH 87 DEGREES 51 MINUTES 41 SECONDS WEST, 21.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.24, MORE OR LESS, ACRES OF LAND BEING SUBJECT TO ALL CODES, COVENANTS, RESTRICTIONS, REVISIONS, REGULATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

A 4.99, MORE OR LESS, ACRE TRACT OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN AXLE (FOUND) AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST; THENCE SOUTH 88 DEGREES 43 MINUTES 19 SECONDS WEST, 1272.13 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1657.12 FEET TO AN IRON PIN (FOUND), SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT; THENCE NORTH 82 DEGREES 59 MINUTES 13 SECONDS WEST, 63.39 FEET TO AN IRON PIN (FOUND); THENCE NORTH 47 DEGREES 45 MINUTES 11 SECONDS WEST, 114.52 FEET TO AN IRON PIN (FOUND); THENCE NORTH 85 DEGREES 28 MINUTES 11 SECONDS WEST, 275.17 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 48 DEGREES 34 MINUTES 17 SECONDS WEST, 76.82 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 03 DEGREES 30 MINUTES 36 SECONDS WEST, 86.52 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 30 DEGREES 04 MINUTES 14 SECONDS WEST, 47.33 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 83 DEGREES 50 MINUTES 25 SECONDS WEST, 71.23 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 84 DEGREES 01 MINUTES 39 SECONDS WEST, 34.03 FEET TO AN IRON PIN (FOUND); THENCE NORTH 71 DEGREES 02 MINUTES 25 SECONDS WEST, 136.04 FEET TO AN IRON PIN (FOUND); THENCE NORTH 46 DEGREES 58 MINUTES 52 SECONDS WEST, 93.96 FEET TO AN IRON PIN (FOUND); THENCE NORTH 02 DEGREES 24 MINUTES 36 SECONDS WEST, 98.48 FEET TO AN IRON PIN (FOUND); THENCE NORTH 42 DEGREES 13 MINUTES 21 SECONDS EAST, 109.06 FEET TO AN IRON PIN (FOUND); THENCE NORTH 16 DEGREES 53 MINUTES 14 SECONDS EAST, 140.43 FEET TO AN IRON PIN (FOUND); THENCE NORTH 57 DEGREES 59 MINUTES 28 SECONDS WEST, 282.95 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 62 DEGREES 59 MINUTES 08 SECONDS EAST, 163.20 FEET TO AN IRON PIN (SET); THENCE SOUTH 76 DEGREES 24 MINUTES 16 SECONDS EAST, 400.97 FEET TO AN IRON PIN (SET); THENCE SOUTH 42 DEGREES 13 MINUTES 38 SECONDS EAST, 230.64 FEET TO AN IRON PIN (SET); THENCE SOUTH 86 DEGREES 10 MINUTES 28 SECONDS EAST, 206.14 FEET TO AN IRON PIN (SET); THENCE SOUTH 64 DEGREES 10 MINUTES 01 SECONDS EAST, 201.84 FEET TO AN IRON PIN (SET); THENCE SOUTH 81 DEGREES 30 MINUTES 21 SECONDS EAST, 202.64 FEET TO AN IRON PIN (SET); THENCE SOUTH 75 DEGREES 00 MINUTES 13 SECONDS EAST, 200.14 FEET TO AN IRON PIN (SET); THENCE SOUTH 81 DEGREES 50 MINUTES 21 SECONDS EAST, 211.83 FEET TO AN IRON PIN (SET); THENCE SOUTH 65 DEGREES 27 MINUTES 03 SECONDS EAST, 28.82 FEET TO AN IRON PIN (SET); THENCE SOUTH 70 DEGREES 15 MINUTES 06 SECONDS WEST, 145.03 FEET TO AN IRON PIN (SET); THENCE NORTH 67 DEGREES 15 MINUTES 47 SECONDS WEST, 269.28 FEET TO AN IRON PIN (FOUND); THENCE NORTH 74 DEGREES 06 MINUTES 22 SECONDS WEST, 177.15 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 88 DEGREES 06 MINUTES 22 SECONDS WEST, 49.42 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 81 DEGREES 23 MINUTES 50 SECONDS WEST, 66.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.99, MORE OR LESS, ACRES OF LAND BEING SUBJECT TO ALL CODES, COVENANTS, RESTRICTIONS, REVISIONS, REGULATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

LESS AND EXCEPT the Road Right of Way conveyed to the City of Horn Lake in Deed Book 389, Page 732, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

BK0099PG0560

And also being described as:

LEGAL DESCRIPTION (TRACTS 1, 2, 3, 4 AND 5)

TRACT 1

A 56.37, MORE OR LESS, ACRE TRACT OF LAND BEING LOCATED IN THE WEST HALF OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAID CORNER BEING AN AXLE (FOUND); THENCE NORTH 00 DEGREES 50 MINUTES 50 SECONDS WEST, 334.52 FEET TO A 1/2" IRON PIPE (SET) IN THE SOUTH RIGHT OF WAY LINE OF NAIL ROAD (112 FOOT RIGHT OF WAY); THENCE, ALONG SAID RIGHT OF WAY LINE THE FOLLOWING CALLS: A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: DELTA 04 DEGREES 48 MINUTES 45 SECONDS, RADIUS 1488.39 FEET, ARC LENGTH 125.02 FEET, CHORD BEARING NORTH 74 DEGREES 09 MINUTES 26 SECONDS EAST; CHORD LENGTH 124.98 FEET TO 1/2" IRON PIPE (SET); THENCE NORTH 71 DEGREES 45 MINUTES 03 SECONDS EAST, 327.91 FEET TO 1/2" IRON PIPE (SET); THENCE A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: DELTA 10 DEGREES 03 MINUTES 37 SECONDS, RADIUS 1376.39 FEET, ARC LENGTH 241.67 FEET, CHORD BEARING NORTH 76 DEGREES 46 MINUTES 53 SECONDS EAST, CHORD LENGTH 241.36 FEET TO 1/2" IRON PIPE (SET); THENCE NORTH 08 DEGREES 11 MINUTES 18 SECONDS WEST, 112.00 FEET TO 1/2" IRON PIPE (SET) IN THE NORTH RIGHT OF WAY LINE OF NAIL ROAD; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: DELTA 02 DEGREES 07 MINUTES 43 SECONDS, RADIUS 1488.39 FEET, ARC LENGTH 55.30 FEET, CHORD BEARING SOUTH 80 DEGREES 44 MINUTES 49 SECONDS WEST, CHORD LENGTH 55.30 FEET TO 1/2" IRON PIPE (SET) IN THE EAST RIGHT OF WAY LINE OF INTERSTATE BOULEVARD (RIGHT OF WAY VARIES); THENCE, ALONG SAID RIGHT OF WAY THE FOLLOWING CALLS: NORTH 57 DEGREES 11 MINUTES 19 SECONDS WEST, 54.83 FEET TO 1/2" IRON PIPE (SET); THENCE NORTH 13 DEGREES 55 MINUTES 20 SECONDS WEST, 81.03 FEET TO 1/2" IRON PIPE (SET); THENCE A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: DELTA 12 DEGREES 48 MINUTES 33 SECONDS, RADIUS 185.86 FEET, ARC LENGTH 414.45 FEET, CHORD BEARING NORTH 07 DEGREES 31 MINUTES 04 SECONDS WEST, CHORD LENGTH 413.59 FEET TO 1/2" IRON PIPE (SET); THENCE NORTH 01 DEGREE 06 MINUTES 48 SECONDS WEST, 865.78 FEET, TO 1/2" IRON PIPE (SET); THENCE NORTH 88 DEGREES 49 MINUTES 52 SECONDS EAST, 5.00 FEET TO 1/2" IRON PIPE (SET); THENCE NORTH 01 DEGREES 06 MINUTES 48 SECONDS WEST, 348.10 FEET TO 1/2" IRON PIPE (SET); THENCE A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: DELTA 03 DEGREES 45 MINUTES 42 SECONDS, RADIUS 633.49 FEET, ARC LENGTH 41.59 FEET, CHORD BEARING NORTH 00 DEGREES 46 MINUTES 06 SECONDS EAST, CHORD LENGTH 41.58 FEET TO 1/2" IRON PIPE (SET); THENCE NORTH 87 DEGREES 21 MINUTES 01 SECONDS WEST, 5.00 FEET TO 1/2" IRON PIPE (SET); THENCE A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: DELTA 27 DEGREES 35 MINUTES 16 SECONDS, RADIUS 638.49 FEET, ARC LENGTH 307.43 FEET, CHORD BEARING NORTH 16 DEGREES 26 MINUTES 32 SECONDS EAST, CHORD LENGTH 304.50 FEET TO 1/2" IRON PIPE (SET); THENCE NORTH 30 DEGREES 14 MINUTES 10 SECONDS EAST, 493.86 FEET TO A 1/2" IRON PIPE (SET); THENCE, DEPARTING SAID RIGHT OF WAY LINE, A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 91 DEGREES 15 MINUTES 24 SECONDS, A RADIUS OF 39.12 FEET, AN ARC LENGTH OF 62.31 FEET, A CHORD BEARING OF SOUTH 75 DEGREES 08 MINUTES 20 SECONDS WEST, AND A CHORD LENGTH OF 55.93 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 59 DEGREES 46 MINUTES 00 SECONDS EAST, 257.80 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 00 DEGREES 16 MINUTES 04 SECONDS EAST, 856.21 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 89 DEGREES 35 MINUTES 56 SECONDS EAST, 1526.43 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 02 DEGREES 36 MINUTES 13 SECONDS EAST, 812.12 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 89 DEGREES 24 MINUTES 12 SECONDS

WEST, 23.61 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 22 DEGREES 55 MINUTES 52 SECONDS WEST, 21.37 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 56 DEGREES 24 MINUTES 48 SECONDS EAST, 12.57 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 72 DEGREES 01 MINUTES 39 SECONDS WEST, 30.42 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 87 DEGREES 51 MINUTES 41 SECONDS WEST, 21.82 FEET TO AN IRON PIN (FOUND); THENCE NORTH 45 DEGREES 16 MINUTES 40 SECONDS WEST, 146.11 FEET TO AN IRON PIN (FOUND); THENCE NORTH 41 DEGREES 20 MINUTES 22 SECONDS WEST, 107.01 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 60 DEGREES 41 MINUTES 53 SECONDS WEST, 23.46 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 74 DEGREES 57 MINUTES 15 SECONDS WEST, 34.56 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 80 DEGREES 35 MINUTES 43 SECONDS WEST, 92.57 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 88 DEGREES 01 MINUTES 24 SECONDS WEST, 118.96 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 32 DEGREES 25 MINUTES 41 SECONDS WEST, 71.86 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 70 DEGREES 15 MINUTES 06 SECONDS WEST, 145.18 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 67 DEGREES 15 MINUTES 47 SECONDS WEST, 269.28 FEET TO AN IRON PIN (FOUND); THENCE NORTH 74 DEGREES 06 MINUTES 22 SECONDS WEST, 177.15 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 88 DEGREES 06 MINUTES 22 SECONDS WEST, 49.42 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 81 DEGREES 23 MINUTES 50 SECONDS WEST, 66.35 FEET TO AN IRON PIN (FOUND); THENCE NORTH 82 DEGREES 59 MINUTES 13 SECONDS EAST, 63.39 FEET TO AN IRON PIN (FOUND); THENCE NORTH 47 DEGREES 45 MINUTES 11 SECONDS WEST, 114.52 FEET TO AN IRON PIN (FOUND); THENCE NORTH 85 DEGREES 28 MINUTES 11 SECONDS WEST, 275.17 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 46 DEGREES 34 MINUTES 17 SECONDS WEST, 76.92 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 03 DEGREES 39 MINUTES 36 SECONDS WEST, 86.52 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 30 DEGREES 04 MINUTES 14 SECONDS WEST, 47.33 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 81 DEGREES 41 MINUTES 19 SECONDS WEST, 98.85 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 83 DEGREES 50 MINUTES 25 SECONDS WEST, 71.23 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 00 DEGREES 46 MINUTES 57 SECONDS WEST, 1410.44 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 88 DEGREES 28 MINUTES 56 SECONDS EAST, 55.83 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 01 DEGREES 02 MINUTES 46 SECONDS EAST, 165.00 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 88 DEGREES 52 MINUTES 24 SECONDS WEST, 467.72 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 88 DEGREES 47 MINUTES 30 SECONDS WEST, 354.25 FEET TO THE POINT OF BEGINNING, CONTAINING 56.37, MORE OR LESS, ACRES OF LAND AND BEING SUBJECT TO ALL CODES, COVENANTS, EASEMENTS, RESTRICTIONS, REGULATIONS, REVISIONS, RULES, AND RIGHTS OF WAY OF RECORD.

## TRACT 2

A 161.32, MORE OR LESS, ACRE TRACT OF LAND BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 8 WEST AND THE WEST HALF OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAID CORNER BEING AN AXLE (FOUND); THENCE NORTH 00 DEGREES 50 MINUTES 50 SECONDS WEST, 449.51 FEET TO A 1/2" IRON PIPE (SET) IN THE NORTH RIGHT OF WAY LINE OF NAIL ROAD (112 FOOT RIGHT OF WAY), SAID IRON PIPE BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 00 DEGREES 50 MINUTES 50 SECONDS WEST, 197.10 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 89 DEGREES 18 DEGREES 16 MINUTES 03 SECONDS EAST, 1240.72 FEET TO A IRON PIN (FOUND); THENCE NORTH 03 DEGREES 00 MINUTES 11 SECONDS EAST, 196.02 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, 210.08 FEET TO AN IRON PIN (FOUND); THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, 70.33 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 00 DEGREES 40 MINUTES 49 SECONDS WEST, 55.20 FEET TO AN

IRON PIN (FOUND); THENCE NORTH 03 DEGREES 39 MINUTES 17 SECONDS EAST, 207.51 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 89 DEGREES 21 MINUTES 47 SECONDS WEST, 1444.04 FEET TO A CONCRETE MONUMENT (FOUND) IN THE EAST RIGHT OF WAY LINE OF HIGHWAY 51 (RIGHT OF WAY VARIES); THENCE, ALONG SAID RIGHT OF WAY LINE NORTH 00 DEGREES 35 MINUTES 42 SECONDS EAST, 403.89 FEET TO A IRON PIPE (FOUND); THENCE NORTH 89 DEGREES 13 MINUTES 24 SECONDS EAST, 701.70 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 05 DEGREES 13 MINUTES 03 SECONDS WEST, 257.08 FEET TO AN 1/2" IRON PIPE (SET); THENCE NORTH 89 DEGREES 59 MINUTES 12 SECONDS EAST, 1878.31 FEET TO AN 1/2" IRON PIPE (SET); THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 251.17 FEET TO AN IRON PIN (FOUND); THENCE NORTH 01 DEGREES 05 MINUTES 35 SECONDS WEST, 427.78 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 88 DEGREES 40 MINUTES 49 SECONDS WEST, 1286.47 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 00 DEGREES 35 MINUTES 53 MINUTES WEST, 675.06 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 88 DEGREES 48 MINUTES 23 SECONDS EAST, 756.32 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 02 DEGREES 39 MINUTES 00 SECONDS WEST, 822.70 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 88 DEGREES 55 MINUTES 51 SECONDS WEST, 1348.26 FEET TO A FENCE RAIL (FOUND); THENCE SOUTH 88 DEGREES 30 MINUTES 13 SECONDS WEST, 674.22 FEET TO A 1/2" IRON PIPE (SET) IN THE EAST RIGHT OF WAY LINE OF HIGHWAY 51 (RIGHT OF WAY VARIES); THENCE, ALONG SAID RIGHT OF WAY LINE, NORTH 02 DEGREES 57 MINUTES 14 SECONDS WEST, 429.56 FEET TO AN IRON PIN (FOUND); THENCE, DEPARTING SAID RIGHT OF WAY LINE, NORTH 88 DEGREES 31 MINUTES 43 SECONDS EAST, 582.91 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 06 DEGREES 24 MINUTES 14 SECONDS WEST, 524.61 FEET TO A 1/2" IRON PIPE (SET) IN THE SOUTH RIGHT OF WAY LINE OF GOODMAN ROAD (RIGHT OF WAY VARIES); THENCE, ALONG SAID RIGHT OF WAY LINE THE FOLLOWING CALLS, NORTH 88 DEGREES 23 MINUTES 17 SECONDS EAST, 108.46 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 43 DEGREES 23 MINUTES 17 SECONDS EAST, 70.71 FEET TO A CONCRETE RIGHT OF WAY MONUMENT (FOUND); THENCE NORTH 55 DEGREES 39 MINUTES 15 SECONDS EAST, 95.35 FEET TO A CONCRETE RIGHT OF WAY MONUMENT (FOUND); THENCE NORTH 88 DEGREES 23 MINUTES 17 SECONDS EAST, 303.29 FEET TO A 1/2" IRON PIPE (SET); THENCE, DEPARTING SAID RIGHT OF WAY LINE, SOUTH 01 DEGREES 16 MINUTES 55 SECONDS EAST, 248.20 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 88 DEGREES 40 MINUTES 56 SECONDS EAST, 204.00 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 01 DEGREES 16 MINUTES 55 SECONDS WEST, 50.08 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 88 DEGREES 30 MINUTES 31 SECONDS EAST, 315.57 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 01 DEGREE 25 MINUTES 18 SECONDS EAST, 327.90 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 60 DEGREES 02 MINUTES 36 SECONDS EAST, 369.10 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 50 DEGREES 01 MINUTE 19 SECONDS EAST, 166.34 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 60 DEGREES 48 MINUTES 07 SECONDS EAST, 175.08 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 88 DEGREES 20 MINUTES 03 SECONDS EAST, 310.40 FEET TO AN IRON PIN (FOUND); THENCE NORTH 87 DEGREES 25 MINUTES 37 SECONDS EAST, 47.31 FEET TO AN IRON PIN (FOUND); THENCE NORTH 88 DEGREES 28 MINUTES 50 SECONDS EAST, 1060.43 FEET TO AN IRON PIN (FOUND), IN THE WEST RIGHT OF WAY LINE OF INTERSTATE BOULEVARD; THENCE, ALONG SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 14 MINUTES 42 SECONDS WEST, 45.87 FEET TO AN IRON PIN (FOUND); THENCE, DEPARTING SAID RIGHT OF WAY LINE, SOUTH 87 DEGREES 44 MINUTES 23 SECONDS WEST, 286.94 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 02 DEGREES 10 MINUTES 45 SECONDS EAST, 324.81 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 87 DEGREES 44 MINUTES 23 SECONDS EAST, 212.30 FEET TO 1/2" IRON PIPE (SET) IN THE WEST RIGHT OF WAY LINE OF INTERSTATE BOULEVARD (RIGHT OF WAY VARIES); THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING CALLS: SOUTH 07 DEGREES 20 MINUTES 25 SECONDS WEST, 102.41 FEET TO 1/2" IRON PIPE (SET); THENCE A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: DELTA 22 DEGREES 53 MINUTES 48 SECONDS, RADIUS 1581.00 FEET, ARC LENGTH 631.80 FEET, CHORD BEARING SOUTH 18 DEGREES 47 MINUTES 17 SECONDS WEST, CHORD LENGTH 627.60 FEET TO 1/2" IRON PIPE (SET); THENCE SOUTH 30 DEGREES 14 MINUTES 10 SECONDS WEST, 353.05 FEET TO 1/2" IRON PIPE (SET); THENCE, DEPARTING

SAID RIGHT OF WAY LINE, A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: DELTA 89 DEGREES 59 MINUTES 33 SECONDS, RADIUS 37.50 FEET, ARC LENGTH 58.90 FEET, CHORD BEARING SOUTH 75 DEGREES 14 MINUTES 25 SECONDS WEST, CHORD LENGTH 53.03 FEET TO A 1/2" IRON PIPE (SET) IN THE NORTH RIGHT OF WAY LINE OF WINDCHASE BOULEVARD (68 FOOT RIGHT OF WAY); THENCE, ALONG SAID RIGHT OF WAY LINE THE FOLLOWING CALLS: NORTH 59 DEGREES 45 MINUTES 48 SECONDS WEST, 206.12 FEET TO 1/2" IRON PIPE (SET); THENCE A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: DELTA 19 DEGREES 58 MINUTES 18 SECONDS, RADIUS 378.00 FEET, ARC LENGTH 131.76 FEET, CHORD BEARING NORTH 49 DEGREES 46 MINUTES 39 SECONDS WEST, CHORD LENGTH 131.09 FEET TO 1/2" IRON PIPE (SET); THENCE NORTH 39 DEGREES 47 MINUTES 30 SECONDS WEST, 111.86 FEET TO 1/2" IRON PIPE (SET); THENCE, DEPARTING SAID RIGHT OF WAY LINE, SOUTH 50 DEGREES 12 MINUTES 30 SECONDS WEST, 68.00 FEET TO 1/2" IRON PIPE (SET) IN THE SOUTH RIGHT OF WAY LINE OF WINDCHASE BOULEVARD; THENCE, ALONG SAID RIGHT OF WAY LINE, SOUTH 39 DEGREES 47 MINUTES 30 SECONDS EAST, 38.00 FEET TO 1/2" IRON PIPE (SET); THENCE SOUTH 49 DEGREES 11 MINUTES 41 SECONDS WEST, 308.93 FEET TO 1/2" IRON PIPE (SET); THENCE SOUTH 40 DEGREES 56 MINUTES 29 SECONDS EAST, 617.51 FEET TO 1/2" IRON PIPE (SET); THENCE SOUTH 79 DEGREES 58 MINUTES 55 SECONDS EAST, 54.75 FEET TO 1/2" IRON PIPE (SET) IN THE WEST RIGHT OF WAY LINE OF INTERSTATE BOULEVARD; THENCE, ALONG SAID RIGHT OF WAY LINE THE FOLLOWING CALLS: A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: DELTA 02 DEGREES 37 MINUTES 22 SECONDS, RADIUS 750.49 FEET, ARC LENGTH 34.35 FEET, CHORD BEARING SOUTH 03 DEGREES 57 MINUTES 35 SECONDS WEST, CHORD LENGTH 34.35 FEET TO 1/2" IRON PIPE (SET); THENCE NORTH 87 DEGREES 20 MINUTES 53 SECONDS WEST, 5.00 FEET TO 1/2" IRON PIPE (SET); THENCE A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: DELTA 03 DEGREES 45 MINUTES 42 SECONDS, RADIUS 755.49 FEET, ARC LENGTH 49.60 FEET, CHORD BEARING SOUTH 00 DEGREES 46 MINUTES 03 SECONDS WEST, CHORD LENGTH 49.59 FEET TO 1/2" IRON PIPE (SET); THENCE SOUTH 01 DEGREES 06 MINUTES 48 SECONDS EAST, 384.10 FEET TO 1/2" IRON PIPE (SET); THENCE NORTH 88 DEGREES 53 MINUTES 18 SECONDS EAST, 5.00 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 48 SECONDS EAST, 865.78 FEET TO 1/2" IRON PIPE (SET); THENCE A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: DELTA 12 DEGREES 48 MINUTES 33 SECONDS, RADIUS 1965.86 FEET, ARC LENGTH 439.49 FEET, CHORD BEARING 08 DEGREES 30 MINUTES 55 SECONDS EAST, CHORD LENGTH 438.58 FEET TO 1/2" IRON PIPE (SET); THENCE SOUTH 13 DEGREES 55 MINUTES 20 SECONDS EAST, 81.03 FEET TO 1/2" IRON PIPE (SET); THENCE SOUTH 29 DEGREES 16 MINUTES 37 SECONDS WEST, 54.76 FEET TO 1/2" IRON PIPE (SET) IN THE NORTH RIGHT OF WAY LINE OF NAIL ROAD (112 FOOT RIGHT OF WAY); THENCE, ALONG SAID RIGHT OF WAY LINE THE FOLLOWING CALLS: A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: DELTA 00 DEGREES 43 MINUTES 32 SECONDS, RADIUS 1488.39 FEET, ARC LENGTH 18.85 FEET, CHORD BEARING SOUTH 72 DEGREES 06 MINUTES 50 SECONDS WEST, CHORD LENGTH 18.85 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 71 DEGREES 45 MINUTES 03 SECONDS WEST, 327.91 FEET TO 1/2" IRON PIPE (SET); THENCE A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: DELTA 03 DEGREES 46 MINUTES 09 SECONDS, RADIUS 1376.39 FEET, ARC LENGTH 90.55 FEET, CHORD BEARING SOUTH 73 DEGREES 38 MINUTES 08 SECONDS WEST, 90.53 FEET TO THE POINT OF BEGINNING, CONTAINING 161.32, MORE OR LESS, ACRES OF LAND AND BEING SUBJECT TO ALL CODES, COVENANTS, EASEMENTS, RESTRICTIONS, REGULATIONS, REVISIONS, RULES, AND RIGHTS OF WAY OF RECORD.

## TRACT 3

A 21.29, MORE OR LESS, ACRE TRACT OF LAND BEING KNOWN AS LOTS 4 AND 5 OF THE FIRST REVISION TO ARBOR LAKE SUBDIVISION (PLAT BOOK 73, PAGE 10 AND PLAT BOOK 81, PAGE 18) AND BEING LOCATED IN THE NORTH HALF OF THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHEAST CORNER OF THE FIRST REVISION TO ARBOR LAKE SUBDIVISION, SAID POINT BEING AN IRON PIN (FOUND); THENCE; THENCE SOUTH 01 DEGREE 05 MINUTES 35 SECONDS EAST, A DISTANCE OF 427.78 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 00 DEGREE 48 MINUTES 41 SECONDS WEST, A DISTANCE OF 251.17 FEET TO AN IRON PIN (SET); THENCE SOUTH 88 DEGREES 59 MINUTES 12 SECONDS WEST, A DISTANCE OF 2,556.17 FEET TO AN IRON PIN (FOUND) IN THE EAST RIGHT OF WAY LINE OF HIGHWAY 51 (RIGHT OF WAY VARIES); THENCE, ALONG SAID RIGHT OF WAY LINE NORTH 01 DEGREES 58 MINUTES 10 SECONDS WEST, A DISTANCE OF 1.02 FEET TO AN IRON PIN (FOUND); THENCE NORTH 89 DEGREES 00 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,098.77 FEET TO AN IRON PIN (FOUND); THENCE NORTH 01 DEGREES 08 MINUTES 49 SECONDS WEST, A DISTANCE OF 55.21 FEET TO AN IRON PIN (FOUND); THENCE NORTH 88 DEGREES 50 MINUTES 35 SECONDS EAST, A DISTANCE OF 98.89 FEET TO AN IRON PIN (FOUND); THENCE NORTH 01 DEGREES 54 MINUTES 49 SECONDS WEST, A DISTANCE OF 615.77 FEET TO AN IRON PIN (SET); THENCE NORTH 88 DEGREES 40 MINUTES 49 SECONDS EAST, A DISTANCE OF 1,368.63 FEET TO THE POINT OF BEGINNING. CONTAINING 21.29 , MORE OR LESS, ACRES AND BEING SUBJECT TO ALL CODES, COVENANTS, EASEMENTS, REVISIONS, RESTRICTIONS, REGULATIONS, AND RIGHTS OF WAY OF RECORD.

## TRACT 4

A 5.22, MORE OR LESS, ACRE TRACT OF LAND BEING LOCATED IN SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAID CORNER BEING AN AXLE (FOUND); THENCE NORTH 07 DEGREES 46 MINUTES 22 SECONDS EAST, A DISTANCE OF 2,500.80 FEET TO AN 1/2" IRON PIPE (SET) IN THE WEST RIGHT OF WAY LINE OF INTERSTATE BOULEVARD (112 FOOT RIGHT OF WAY), SAID IRON PIPE BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 79 DEGREES 58 MINUTES 55 SECONDS WEST, A DISTANCE OF 54.75 FEET TO AN 1/2" IRON PIPE (SET); THENCE NORTH 40 DEGREES 56 MINUTES 29 SECONDS WEST, A DISTANCE OF 617.51 FEET TO AN 1/2" IRON PIPE (SET); THENCE NORTH 49 DEGREES 11 MINUTES 41 SECONDS EAST, A DISTANCE OF 308.93 FEET TO AN 1/2" IRON PIPE (SET); THENCE NORTH 39 DEGREES 47 MINUTES 30 SECONDS WEST, A DISTANCE OF 38.00 FEET TO AN 1/2" IRON PIPE (SET); THENCE NORTH 50 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 68.00 FEET TO AN 1/2" IRON PIPE (SET); THENCE SOUTH 39 DEGREES 47 MINUTES 30 SECONDS EAST, A DISTANCE OF 111.86 FEET TO AN 1/2" IRON PIPE (SET); THENCE A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: DELTA ANGLE OF 19 DEGREES 58 MINUTES 18 SECONDS, RADIUS OF 378.00 FEET, ARC LENGTH OF 131.76 FEET, CHORD BEARING OF SOUTH 49 DEGREES 46 MINUTES 39 SECONDS WEST, CHORD LENGTH OF 131.09 FEET TO AN 1/2" IRON PIPE (SET); THENCE SOUTH 59 DEGREES 45 MINUTES 48 SECONDS EAST, A DISTANCE OF 206.12 FEET TO AN 1/2" IRON PIPE (SET); THENCE A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: DELTA ANGLE OF 89 DEGREES 59 MINUTES 33 SECONDS, RADIUS OF 37.50 FEET, ARC LENGTH OF 58.90 FEET, CHORD BEARING OF NORTH 75 DEGREES 14 MINUTES 25 SECONDS WEST, CHORD LENGTH OF 53.03 FEET TO AN 1/2" IRON PIPE (SET) IN THE WEST RIGHT OF WAY LINE OF INTERSTATE BOULEVARD (112 FOOT RIGHT OF WAY); THENCE, ALONG SAID RIGHT OF WAY LINE SOUTH 30 DEGREES 14 MINUTES 15 SECONDS WEST, A DISTANCE OF 209.17 FEET TO AN 1/2" IRON PIPE (SET); THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: DELTA ANGLE OF 24 DEGREES 57 MINUTES 54 SECONDS, RADIUS OF 750.49 FEET, ARC LENGTH OF 327.01 FEET, CHORD BEARING OF SOUTH 17 DEGREES 45 MINUTES 14 SECONDS WEST, CHORD LENGTH OF 324.43 FEET TO THE POINT OF BEGINNING, CONTAINING 5.22, MORE OR LESS, ACRES AND BEING SUBJECT TO ALL CODES, COVENANTS, EASEMENTS, REVISIONS, RESTRICTIONS, REGULATIONS, AND RIGHTS OF WAY OF RECORD.

## TRACT 5

## LEGAL DESCRIPTION

A 0.15, MORE OR LESS, ACRE TRACT OF LAND BEING LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST OF THE CHICKASAW MERIDIAN, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 8 WEST OF THE CHICKASAW MERIDIAN; THENCE SOUTH 24 DEGREES 31 MINUTES 26 SECONDS EAST, A DISTANCE OF 2244.93 FEET TO A 1/2" IRON PIPE (SET), SAID IRON PIPE BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH 66 DEGREES 26 MINUTES 12 SECONDS EAST, A DISTANCE OF 219.79 FEET TO A 1/2" IRON PIPE (SET); THENCE SOUTH 00 DEGREES 16 MINUTES 04 SECONDS EAST, A DISTANCE OF 56.40 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 59 DEGREES 25 MINUTES 55 SECONDS WEST, A DISTANCE OF 42.67 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 50 DEGREES 40 MINUTES 35 SECONDS WEST, A DISTANCE OF 75.95 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 59 DEGREES 46 MINUTES 00 SECONDS WEST, A DISTANCE OF 101.77 FEET TO A 1/2" IRON PIPE (SET); THENCE NORTH 38 DEGREES 16 MINUTES 50 SECONDS WEST, A DISTANCE OF 29.55 FEET TO THE POINT OF BEGINNING. CONTAINING 0.15, MORE OR LESS, ACRES AND BEING SUBJECT TO ALL CODES, COVENANTS, EASEMENTS, REVISIONS, RESTRICTIONS, REGULATIONS, AND RIGHTS OF WAY OF RECORD.